



## GENERAL TERMS AND CONDITIONS

On parking at Hotel Stáció

### 1. Conclusion of the parking agreement

1.1 These General Terms and Conditions (hereinafter referred to as: the “Terms” or “GTC”) contain the terms of the legal relationship between Budapest Airport Hotel Stáció Wellness és Konferencia Szálloda (name of the operating company: OPTOTEL Kft.; registered seat: 1164 Budapest, Csókakő utca 35; business establishment: 2220 Vecsés, Széchenyi utca 20, company registration no.: 01-09-207787; the company is registered with the Budapest Metropolitan Tribunal’s Registry Court; tax identification no: 11971135-2-42, hereinafter referred to as: “OPTOTEL Kft.”) as operator and the hotel’s client (hereinafter referred to as: the “Client”) (hereinafter together referred to as: the “Parties”) using the Car Park 1 and the Car Park 2, both secured with a barrier, and accessible to anyone paying the respective fee and complying with the terms of use, which Car Parks are located at H-2220 Vecsés Széchenyi utca 20 and 22.

1.2. The Client implicitly confirms to have become aware of and accepted the General Terms and Conditions accessible on the homepage and hanged out in the Car Park by driving in to any Car Park of OPTOTEL Kft. The parking agreement is deemed to be concluded between the Parties when the Client takes over the parking ticket. The terms of the Terms and Conditions apply for the Parties from the moment of trespassing the barrier line.

### 2. Rules of use of the Car Park

The Car Park may only be used by vehicles disposing over all valid licences issued by the authorities required to participate in public traffic and prescribed by all-time applicable laws, as well as a liability insurance, and being in a technical shape enabling them to participate in public traffic.

The speed limit in the Car Park area is 5 km/h, whereas on the road leading to the Car Park vehicles may circulate with considering a speed limit in accordance with placed road signs, weather conditions and Hungarian traffic rules (“KRESZ”). Honking is only allowed to avoid dangerous situations.

2.1. Vehicles may drive in into the Car Park by complying with the signs placed at the entrances and in the area of the Car Park giving directions, warnings, limitations and prohibiting certain actions.

2.2. When driving in into the Car Park, drivers must push the button on the admission terminal and request a parking ticket; after doing so, driving in will be possible after the barrier automatically raises. The vehicles licence plate number will be recorded when driving in. Using the Car Park 1 is free for 1 hour, while using the Car Park 2 is free for 3.5 hours. Leaving the Car Park will be possible after validating the parking ticket and paying the respective fee for parking beyond the free admission period; after the parking ticket was scanned by the exit automat, the barrier is raised and the vehicle may exit.

2.3. The Car Park is used by the Client at his or her own risk.

2.4. The Car Parks are operated 24x7. Driving in only not possible, if the Car Park is full or OPTOTEL Kft. closed the Car Park because of an extraordinary (maintenance, surface repairs, etc.) or other event.

2.5. Traffic order

- Hungarian traffic rules (“KRESZ”) apply in the area of the Car Park. The speed limit is 5 km/h. The parking regulation and the general terms and conditions apply to the parties from

the moment of passing the barrier line.

- Entering and exiting are both recorded.
- The parking area serves parking purposes only. Parking is allowed only in designated areas; it is forbidden to park vehicles in traffic ways. One parking lot may be occupied with a single vehicle only. When parking the vehicle, drivers must consider leaving enough space for neighbouring vehicles to open their doors.
- After occupying the parking lot, the vehicle's motor must be switched off and passengers must leave the vehicle as soon as possible.
- Waiting or sleeping in the vehicle, leaving the vehicle's motor running is forbidden!
- It is forbidden to leave any children, animal or other passenger unattended in the parked vehicle.
- Following activities are forbidden in the Car Park: repairing and washing vehicles, littering, consuming alcohol, using practical flame, or storing any highly flammable material in the vehicle - except for the fuel stored in the respective vehicle's fuel tank.
- Vehicles must be positioned in a way not hindering the movement of other vehicles, of passengers getting in into or out from other vehicles or hindering loading other vehicles.
- Vehicles may be stored locked and by activating their built-in security equipment (auxiliary mechanic and electronic security - if applicable). The Client stores the keys of the vehicles with him or her, the personnel has no possibility to safeguard the keys. Any damage occurring because of losing the keys is borne by the vehicle owner.

2.6. The following activities are particularly prohibited in the Car Park area:

- violating the Hungarian traffic rules ("KRESZ");
- hindering the Car Park's normal operation in any way;
- use of the tools required to operate the Car Park in an improper way, including but not limited to:
- leaving or intending to leave the Car Park without payment;
- damaging any equipment or vehicle in the Car Park;
  - repairing and washing vehicles;
  - waiting or sleeping in the vehicle, leaving the vehicle's motor running;
  - littering, consuming alcohol, using practical flame;
  - hindering the Car Park's normal operation in any way;
  - parking vehicles leaking gas, petrol or oil;
  - driving in with vehicles fuelled by gas (except for those equipped with a security valve) or with animal-drawn vehicles;
  - taking in or storing any highly flammable material (even if part of any vehicle), except for the fuel stored in the respective vehicle's fuel tank;
  - taking in or storing any living animals, hazardous products endangering health, chemicals, poisons, explosives or any other items, the possession of which is prohibited by law;
  - parking with vehicles outside the marked parking lots or using or occupying more lots with only one vehicle;
  - parking with any vehicle without a number plate or with a vehicle otherwise not in operation or not complying with the provisions of traffic;
  - leaving any person or animal unattended in the locked vehicle;
  - spreading flyers or encouraging people to fill out questionnaires without the prior written consent of OPTOTEL Kft., or to pursue any other activity violating the law or not allowed by OPTOTEL Kft.

2.7 If any person in the Car Park disturbs the normal operation of the Car Park, the operator's personnel will be entitled to expel him or her from the Car Park. If the action to expel such person(s) is ineffective, OPTOTEL Kft. will be entitled to report the incident to the competent authorities in order to have the person violating the order of parking or to transport the vehicle endangering the safe operation of the Car Park to another place (even public) at the cost of the Client causing the violation of rules.

2.8 Both pictures and a video is being made about the vehicle eventually showing also its passengers. The operator may exclusively use the recordings for the purposes of operating the Car

Park and deletes them 30 days after the legal relationship between the parties has ended. Records are forwarded by the operator exclusively upon a request of the authorities based on law, for official purposes. In case of any debate in respect of the vehicle's shape, the Client should prove that the shape was incorrectly recorded by the operator. Costs of providing such evidence cannot be claimed from the operator even in case of success.

2.9. Everybody must be cautious when walking or driving in the area of the Car Park; children under 14 years of age may only visit the Car Park attended by an adult.

### **3. Payment Conditions**

3.1. After finishing parking but before leaving the Car Park the Client is obliged to pay the all-time applicable parking fee based on the parking ticket received when driving in into the Car Park. Payment is possible at the payment automaton or at the reception desks of the hotel (Main Reception, Wellness Reception).

3.2. All-time applicable parking fees are listed on the website [www.airporthotelstacio.hu](http://www.airporthotelstacio.hu) and on the boards hanged out in the Car Park.

3.3. In case of losing the parking ticket, the parking fee between the recorded time of driving in and the payment time applicable in the respective Car Park shall be paid. No extras are charged in case of losing the parking ticket. The Client receives a parking ticket replacement after presenting the vehicle documents.

3.4. We can issue an invoice showing also included VAT at the hotel's main reception on the day of payment, before leaving the Car Park.

Invoices showing included VAT cannot be requested later (after the day of leaving).

3.5. Until the parking fee or the supplementary parking fee is not paid, the Client is not entitled to leave the Car Park with his or her vehicle. OPTOTEL Kft. is not liable for any damage resulting thereof.

### **4. The liability of OPTOTEL Kft.**

4.1. The Car Park may only be used in a proper way. The vehicle must be left in the Car Park locked (with its windows up) and no valuable may be stored in the passenger compartment and in parts of the trunk visible from the outside.

4.2. OPTOTEL Kft. undertakes no liability for any damages caused to vehicles and/or their passengers in the Car Park area by third parties.

4.3. OPTOTEL Kft. is not able to influence the behaviour of its guests. OPTOTEL Kft. is not liable for the behaviour of third parties or particularly for any damage, vandalism, theft or break-in caused by such party, irrespective of whether such party has entered the Car Park lawfully or unlawfully. Eventual damages caused by theft, break-ins into cars or other violent acts of third parties must be reported to the competent police headquarters.

4.4. Everybody uses the Car Park at his or her own risk and liability. OPTOTEL Kft. does not undertake any liability for the vehicles parked on the Car Park or for any items left over in them.

4.5. The person using the parking services must compensate other parties for causing them damage to their vehicles or the parking devices. Such incidents shall be immediately reported to OPTOTEL Kft.

### **5. Release and amendment of these Terms**

5.1. These Terms were drafted in Hungarian and in English and are published by OPTOTEL Kft. on its homepage. In case of any discrepancy between the two versions the Hungarian text shall serve as the basis of interpretation.

5.2. OPTOTEL Kft. is entitled to anytime unilaterally amend the Terms. Any amendment to these Terms is valid as of the next calendar day following the release of such amendment and does not apply for legal relationships concluded prior of the amendment becoming valid.

5.3. A hard copy of the all-time valid text of these Terms can be read anytime at both receptions

of the hotel.

## **6. Administration of complaints**

6.1. Any complaints about the services offered based on these Terms may be sent to one of the following addresses:

OPTOTEL Kft. – 2220 Vecsés, Széchenyi utca 20  
or: info@hotelstacio.hu

6.2. In case of violating the rules on consumer protection, as of the 1st of January 2017 consumers may send their complaints to the competent district authority (contact data: <http://jarasinfo.gov.hu>). The general legal successor of the National Authority for Consumer Protection closed on the 31st of December 2016 is the Ministry of National Development.

## **7. Applicable laws, dispute settlement**

7.1. For any disputed issue not settled in these GTC and for the validity, effectiveness and interpretation of the Terms the all-time applicable provisions of the Hungarian Civil Code and other Hungarian laws shall prevail.

7.2. The Parties may address the court competent based on Act III of 1952 on the Civil Procedure to decide any eventual disputes arising between the Parties in connection with these Terms.

These GTC are valid as of the 1st of February 2017 and are applicable for an indefinite period of time.